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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

LEGRANT G. ROMERO and DIANA L. ROMERO,

Plaintiffs,

v.

UNITED STATES OF AMERICA, and  
DOES 1 through 10, inclusive,

Defendants.

Case No. C 05-1216 EDL  
**E-FILING CASE**

**STIPULATION FOR COMPROMISE  
SETTLEMENT AND RELEASE AND  
[PROPOSED] ORDER**

IT IS HEREBY STIPULATED by and between the undersigned parties and their attorneys, that this action be settled and compromised, as follows:

1. The United States shall pay to Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO and their attorney, Brett Rosenthal, the collective sum of \$75,000.00 (seventy-five thousand dollars and no cents). Payment shall be made by check made payable to Legrant Romero, Diana Romero, and The McNulty Law Firm.

2. Payment of the above by the United States is in full and final settlement and satisfaction of any and all claims and demands which Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO have or may hereafter acquire against the United States of America and the other named defendants herein, or any of its departments, agents, servants, employees or attorneys, arising from the events described in Plaintiffs' pleadings in this action.

1           3.       Plaintiffs' complaint against the federal defendants in this action shall be  
2 dismissed with prejudice. In consideration of the terms enumerated herein and above in  
3 paragraph 1, Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO agree that, within  
4 five days from notification by the US Attorney's Office that the settlement amount is available,  
5 Plaintiffs' counsel will execute and forward to Assistant United States Attorney Owen P.  
6 Martikan for execution and filing with the court a stipulation for dismissal with prejudice in a  
7 form mutually agreeable to the parties. AUSA Martikan will execute and file the stipulation of  
8 dismissal within five days of his receipt thereof. On the date that the dismissal is filed, the  
9 settlement amount shall be delivered to Plaintiffs' counsel.

10           4.       Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO will accept the  
11 payments described herein in full settlement and satisfaction of any and all claims and demands  
12 which LEGRANT G. ROMERO and DIANA L. ROMERO, their successors or assigns may now  
13 have or hereafter acquire against the United States of America or any of its departments, agents,  
14 servants, employees or attorneys, on account of the events described in Plaintiffs' pleadings in  
15 this action.

16           5.       Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO agree to indemnify  
17 the federal defendants for any and all liens, known or unknown, lodged against the settlement  
18 agreement in this action.

19           6.       Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO do hereby release  
20 and forever discharge the federal defendants, the United States and any and all of its past and  
21 present officials, employees, agents, attorneys, their successors and assigns, from any and all  
22 obligations, damages, liabilities, actions, causes of actions, claims and demands or any kind and  
23 nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown,  
24 arising out of the allegations set forth in Plaintiffs' pleadings in this action.

25           7.       California Civil Code Section 1542 provides as follows:

26                   A general release does not extend to claims which the creditor  
27                   does not know or suspect to exist in his favor at the time of  
28                   executing the release, which if known by him must have materially  
                    affected his settlement with the debtor.

1 Plaintiffs LEGRANT G. ROMERO and DIANA L. ROMERO have been apprised of the  
2 statutory language of Civil Code Section 1542 by their attorney, and fully understanding the  
3 same, nevertheless elect to waive the benefits of any and all rights they may have pursuant to the  
4 provision of that statute and any similar provision of federal law. Plaintiffs LEGRANT G.  
5 ROMERO and DIANA L. ROMERO understand that, if the facts concerning their injuries and  
6 the liability of the government for damages pertaining thereto are found hereinafter to be other  
7 than or different from the facts now believed by them to be true, this Agreement shall be and  
8 remain effective notwithstanding such material difference.

9 8. This Agreement may be pled and will serve as a full and complete defense to any  
10 subsequent action or other proceeding involving any person or party which arises out of the  
11 claims released and discharged by the Agreement.

12 9. Attorneys' fees and all costs shall be paid from, and not in addition to, the  
13 payments described in paragraph 1, above. It is also understood by and among the parties that  
14 pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in  
15 connection with this action shall not exceed 25 percent of the amount of the compromise  
16 settlement.

17 10. This is a compromise settlement of a disputed claim and demand, which  
18 settlement does not constitute an admission of liability or fault on the part of Defendant United  
19 States of America, the federal defendants, or any of their agents, servants, employees or  
20 attorneys, on account of the events described in Plaintiffs' complaint in this action.

21 11. This instrument shall constitute the entire agreement between the parties, and it is  
22 expressly understood and agreed that the Agreement has been freely and voluntarily entered into  
23 by the parties hereto with the advice of counsel, who have explained the legal effect of this  
24 Agreement. The parties further acknowledge that no warranties or representations have been  
25 made on any subject other than as set forth in this Agreement. This Agreement may not be  
26  
27  
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1 altered, modified or otherwise changed in any respect except by writing, duly executed by all of  
2 the parties or their authorized representatives.

3 IT IS SO STIPULATED.

4 **For Plaintiffs Legrant Romero and Diana Romero.**

5 THE MCNULTY LAW FIRM

6  
7 DATED: \_\_July 26, 2006\_\_

By: /s/  
BRETT L. ROSENTHAL  
Attorney for Plaintiffs

8  
9 **For The Federal Defendants.**

10 KEVIN V. RYAN  
11 United States Attorney

12 DATED: \_\_July 26, 2006\_\_

By: /s/  
OWEN P. MARTIKAN  
Assistant United States Attorney  
Attorneys for Federal Defendants

13  
14  
15  
16 **[PROPOSED] ORDER**

17 Pursuant to stipulation, IT IS SO ORDERED.

18  
19 DATED: July 31, 2006

